



# First Commercial Bank, N.A. Home Equity Credit Application

### Important: Read these directions before completing this application.

If you are applying for individual credit in your own name, are not married, and are not relying on alimony, child support, or separate maintenance payments or on the income or assets of another person as the basis for repayment of the credit requested, complete only sections A, D, and E.

Amount Requested \$	For How Long	Payment Date Desired	Proceeds of Loan To Be Used For		
Address of Property			Date Purchased	Purchase Price \$	Present Market Value \$
Name, Phone# and Address of Mortgage Holder					Present Balance \$

#### Section A - Information Regarding Applicant

Full Name (Last, First, Middle): \_\_\_\_\_  
 Social Security No: \_\_\_\_\_ Driver's License No: \_\_\_\_\_ State \_\_\_\_\_ Exp. \_\_\_\_\_  
 Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Mothers Maiden Name: \_\_\_\_\_  
 Present Street Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_ Years There: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Previous Street Address: \_\_\_\_\_ Years There: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Present Employer: \_\_\_\_\_ : Years There: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Position or Title: \_\_\_\_\_ Name of Supervisor: \_\_\_\_\_  
 Employers Address: \_\_\_\_\_  
 Present net salary or commission: \$ \_\_\_\_\_ per \_\_\_\_\_. No. Dependents: \_\_\_\_\_ Ages: \_\_\_\_\_  
 Previous Employer: \_\_\_\_\_ : Years There: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Name of Nearest Relative Not Living With You: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address of Relative: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Is any income listed in this section likely to be reduced in the next two years or before the credit requested is paid off?  
 Yes  (Explain in detail on a separate sheet) No   
 Have you previously received credit First Commercial Bank? Yes  No

#### Section B - Information Regarding Joint Applicant (if applicable):

Or for your spouse if you live in, or the collateral is located in AZ, CA, ID, LA, NM, NV, TX, WA, or WI.  
 Full Name (Last, First, Middle): \_\_\_\_\_  
 Social Security No: \_\_\_\_\_ Driver's License No: \_\_\_\_\_ State \_\_\_\_\_ Exp. \_\_\_\_\_  
 Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Mothers Maiden Name: \_\_\_\_\_  
 Present Street Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_ Years There: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Previous Street Address: \_\_\_\_\_ Years There: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Present Employer: \_\_\_\_\_ : Years There: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Position or Title: \_\_\_\_\_ Name of Supervisor: \_\_\_\_\_  
 Employers Address: \_\_\_\_\_  
 Present net salary or commission: \$ \_\_\_\_\_ per \_\_\_\_\_. No. Dependents: \_\_\_\_\_ Ages: \_\_\_\_\_  
 Previous Employer: \_\_\_\_\_ : Years There: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_  
 Is any income listed in this section likely to be reduced in the next two years or before the credit requested is paid off?  
 Yes  (Explain in detail on a separate sheet) No   
 Have you previously received credit First Commercial Bank? Yes  No

#### Section C - Describe Other Income for Applicant or Joint Applicant

<b>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.</b>	Alimony, Child support, separate maintenance received under: Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding <input type="checkbox"/>
--	---

Other Income: \$ \_\_\_\_\_ per \_\_\_\_\_. Source(s) of other income: \_\_\_\_\_

#### Section D - Marital Status

Applicant:  Married  Separated  Unmarried (including single, divorced, and widowed)  
 Other Party:  Married  Separated  Unmarried (including single, divorced, and widowed)

#### Complete the following information about both the Applicant and Joint Applicant (if applicable):

Are you obligated to make Alimony, Support, or Maintenance Payments?  No  Yes  
 If yes, to (Name & Address) \_\_\_\_\_ Amt. Per Month \$ \_\_\_\_\_  
 Are you a co-maker, endorser, or guarantor on any loan contract?  No  Yes If yes, for whom \_\_\_\_\_ To whom? \_\_\_\_\_  
 Are there any outstanding judgments against you?  No  Yes If yes, to whom? \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 Have you been declared bankrupt in the last ten years?  No  Yes If yes, where? \_\_\_\_\_ Year? \_\_\_\_\_

**Section E – Financial Information**

**ASSETS OWNED (use separate sheet if necessary)**

Description of Assets	Name in Which the Account is Carried	Subject to Debt?	Value
Checking Account Number(s) (Name of Institution)			\$
Savings Account Number(s) (Name of Institution)			
Real Estate (location, date acquired)			
Automobiles(s) (make, model, year)			
Other (list)			
<b>Total Assets:</b>			\$

**OUTSTANDING DEBTS (include charge accounts, installment contracts, credit cards, rent, mortgages, and other obligations. Use separate sheet if necessary.)**

Creditor	Account Number	Name In Which The Account Is Carried	Original Amount	Present Balance	Monthly Payments
Landlord or Mortgage Holder	<input type="checkbox"/> Rent Payment <input type="checkbox"/> Mortgage		\$	\$	\$
Automobiles (describe)					
<b>Total Debts:</b>			\$	\$	\$

**IMPORTANT – APPLICANT READ BEFORE SIGNING**

I / We apply for the loan indicated in this application which may be secured by a mortgage or deed of trust on the property described herein and represent that the property will not be used for illegal or restricted purpose. Verification may be obtained from any source named in this application or through a credit-reporting agency.

I HEREBY ACKNOWLEDGE THAT THERE ARE NO OTHER EQUITY LIENS FILED OR REQUESTED ON THE PROEPRTY WITHIN THE LAST 12 MONTHS. Applicants Initials: \_\_\_\_\_ Co-Applicants Initials: \_\_\_\_\_

I / We  do or  do not intend to occupy the property as my / our primary residence.

If you intend to apply for joint credit, please intitial here: \_\_\_\_\_  
 Applicant Initials Co-Applicant Initials

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

**Everything that I have stated in this application is correct to the best of my knowledge. I understand that you will retain this application whether or not it is approved. You are authorized to check my credit and employment history and to answer questions about your credit experience with me.**

X  
 Applicant's Signature  
 Date: \_\_\_\_\_

X  
 Other Signature (where applicable)  
 Date: \_\_\_\_\_

**IMPORTANT INFORMATION: WILL ANY OF THIS LOAN BE USED FOR HOME IMPROVEMENT OR TO REFINANCE A FIRST LIEN?  YES  NO IF YES, PLEASE READ THE FOLLOWING:**

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the box below. (Lender must review the above material to assure that the disclosure satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

Borrower	Co-Borrower
<input type="checkbox"/> I do not wish to furnish this information.	<input type="checkbox"/> I do not wish to furnish this information.
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
<b>Race:</b>	<b>Race:</b>
<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> American Indian or Alaskan Native
<input type="checkbox"/> Asian	<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Black or African American
<input type="checkbox"/> Native Hawaiian or Pacific Islander	<input type="checkbox"/> Native Hawaiian or Pacific Islander
<input type="checkbox"/> White	<input type="checkbox"/> White
<b>Sex</b>	<b>Sex</b>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female

<b>To Be Completed By Interviewer:</b> <input type="checkbox"/> Face - To - Face <input type="checkbox"/> By Mail <input type="checkbox"/> By Telephone	<b>Interviewers Name:</b> _____ <b>Interviewers Signature</b> _____ <b>Interviewers Phone Number</b> (____) _____ - _____	<b>Name and Address of Interviewer:</b> First Commercial Bank, N.A. Main Office 1336 East Court Seguin, Texas 78155 (830) 379-8390 Fax (830) 379-4685
--	--	---

# INSURANCE DISCLOSURE FOR CREDIT APPLICATION

## IMPORTANT

**DO NOT SIGN THIS FORM UNTIL YOU CAREFULLY  
READ IT AND UNDERSTAND ITS CONTENT**

### Purpose.

You have submitted an application for a loan. In connection with your loan application, Lender may be soliciting, offering to sell, or will sell you an insurance product or annuity. Federal law requires Lender to provide you with the following disclosures.

### Credit Disclosures.

1. Lender, as a condition of granting you a loan, cannot require that you purchase an insurance product or annuity from Lender or any of its affiliates.
2. Lender, as a condition of granting you a loan, cannot require your agreement not to obtain or prohibit you from obtaining an insurance product or annuity from an unaffiliated entity.

### Acknowledgement.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, RECEIVED AND UNDERSTAND THIS INSURANCE DISCLOSURE.

### APPLICANT(s):

X \_\_\_\_\_  
Applicant Date

X \_\_\_\_\_  
Applicant Date



**NOTICE CONCERNING EXTENSIONS OF CREDIT DEFINED BY SECTION 50(a)(6),  
ARTICLE XVI, TEXAS CONSTITUTION:**

**SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION ALLOWS CERTAIN LOANS TO BE SECURED AGAINST THE EQUITY IN YOUR HOME. SUCH LOANS ARE COMMONLY KNOWN AS EQUITY LOANS. IF YOU DO NOT REPAY THE LOAN OR IF YOU FAIL TO MEET THE TERMS OF THE LOAN, THE LENDER MAY FORECLOSE AND SELL YOUR HOME. THE CONSTITUTION PROVIDES THAT:**

- (A) THE LOAN MUST BE VOLUNTARILY CREATED WITH THE CONSENT OF EACH OWNER OF YOUR HOME AND EACH OWNER'S SPOUSE;
- (B) THE PRINCIPAL LOAN AMOUNT AT THE TIME THE LOAN IS MADE MUST NOT EXCEED AN AMOUNT THAT, WHEN ADDED TO THE PRINCIPAL BALANCES OF ALL OTHER LIENS AGAINST YOUR HOME, IS MORE THAN 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME;
- (C) THE LOAN MUST BE WITHOUT RECOURSE FOR PERSONAL LIABILITY AGAINST YOU AND YOUR SPOUSE UNLESS YOU OR YOUR SPOUSE OBTAINED THIS EXTENSION OF CREDIT BY ACTUAL FRAUD;
- (D) THE LIEN SECURING THE LOAN MAY BE FORECLOSED UPON ONLY WITH A COURT ORDER;
- (E) FEES AND CHARGES TO MAKE THE LOAN MAY NOT EXCEED 3 PERCENT OF THE LOAN AMOUNT;
- (F) THE LOAN MAY NOT BE AN OPEN-END ACCOUNT THAT MAY BE DEBITED FROM TIME TO TIME OR UNDER WHICH CREDIT MAY BE EXTENDED FROM TIME TO TIME UNLESS IT IS A HOME EQUITY LINE OF CREDIT;
- (G) YOU MAY PREPAY THE LOAN WITHOUT PENALTY OR CHARGE;
- (H) NO ADDITIONAL COLLATERAL MAY BE SECURITY FOR THE LOAN;
- (I) THE LOAN MAY NOT BE SECURED BY HOMESTEAD PROPERTY THAT IS DESIGNATED FOR AGRICULTURAL USE AS OF THE DATE OF CLOSING, UNLESS THE AGRICULTURAL HOMESTEAD PROPERTY IS USED PRIMARILY FOR THE PRODUCTION OF MILK;
- (J) YOU ARE NOT REQUIRED TO REPAY THE LOAN EARLIER THAN AGREED SOLELY BECAUSE THE FAIR MARKET VALUE OF YOUR HOME DECREASES OR BECAUSE YOU DEFAULT ON ANOTHER LOAN THAT IS NOT SECURED BY YOUR HOME;
- (K) ONLY ONE LOAN DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MAY BE SECURED WITH YOUR HOME AT ANY GIVEN TIME;
- (L) THE LOAN MUST BE SCHEDULED TO BE REPAYED IN PAYMENTS THAT EQUAL OR EXCEED THE AMOUNT OF ACCRUED INTEREST FOR EACH PAYMENT PERIOD;
- (M) THE LOAN MAY NOT CLOSE BEFORE 12 DAYS AFTER YOU SUBMIT A LOAN APPLICATION TO THE LENDER OR BEFORE 12 DAYS AFTER YOU RECEIVE THIS NOTICE, WHICHEVER DATE IS LATER; AND MAY NOT WITHOUT YOUR CONSENT CLOSE BEFORE ONE BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE A COPY OF YOUR LOAN APPLICATION IF NOT PREVIOUSLY PROVIDED AND A FINAL ITEMIZED DISCLOSURE OF THE ACTUAL FEES, POINTS, INTEREST, COSTS, AND CHARGES THAT WILL BE CHARGED AT CLOSING; AND IF YOUR HOME WAS SECURITY FOR THE SAME TYPE OF LOAN WITHIN THE PAST YEAR, A NEW LOAN SECURED BY THE SAME PROPERTY MAY NOT CLOSE BEFORE ONE YEAR HAS PASSED FROM THE CLOSING DATE OF THE OTHER LOAN, UNLESS ON OATH YOU REQUEST AN EARLIER CLOSING DUE TO A DECLARED STATE OF EMERGENCY;
- (N) THE LOAN MAY CLOSE ONLY AT THE OFFICE OF THE LENDER, TITLE COMPANY, OR AN ATTORNEY AT LAW;
- (O) THE LENDER MAY CHARGE ANY FIXED OR VARIABLE RATE OF INTEREST AUTHORIZED BY STATUTE;
- (P) ONLY A LAWFULLY AUTHORIZED LENDER MAY MAKE LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;
- (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
  - (1) NOT REQUIRE YOU TO APPLY THE PROCEEDS TO ANOTHER DEBT EXCEPT A DEBT THAT IS SECURED BY YOUR HOME OR OWED TO ANOTHER LENDER;
  - (2) NOT REQUIRE THAT YOU ASSIGN WAGES AS SECURITY;
  - (3) NOT REQUIRE THAT YOU EXECUTE INSTRUMENTS WHICH HAVE BLANKS FOR SUBSTANTIVE TERMS OF AGREEMENT LEFT TO BE FILLED IN;
  - (4) NOT REQUIRE THAT YOU SIGN A CONFESSION OF JUDGMENT OR POWER OF ATTORNEY TO ANOTHER PERSON TO CONFESS JUDGMENT OR APPEAR IN A LEGAL PROCEEDING ON YOUR BEHALF;
  - (5) PROVIDE THAT YOU RECEIVE A COPY OF YOUR FINAL LOAN APPLICATION AND ALL EXECUTED DOCUMENTS YOU SIGN AT CLOSING;

(6) PROVIDE THAT THE SECURITY INSTRUMENTS CONTAIN A DISCLOSURE THAT THIS LOAN IS A LOAN DEFINED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION;

(7) PROVIDE THAT WHEN THE LOAN IS PAID IN FULL, THE LENDER WILL SIGN AND GIVE YOU A RELEASE OF LIEN OR AN ASSIGNMENT OF THE LIEN, WHICHEVER IS APPROPRIATE;

(8) PROVIDE THAT YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THE LOAN WITHOUT PENALTY OR CHARGE;

(9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND

(10) PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION; AND

(R) IF THE LOAN IS A HOME EQUITY LINE OF CREDIT:

(1) YOU MAY REQUEST ADVANCES, REPAY MONEY, AND REBORROW MONEY UNDER THE LINE OF CREDIT;

(2) EACH ADVANCE UNDER THE LINE OF CREDIT MUST BE IN AN AMOUNT OF AT LEAST \$4,000;

(3) YOU MAY NOT USE A CREDIT CARD, DEBIT CARD, OR SIMILAR DEVICE, OR PREPRINTED CHECK THAT YOU DID NOT SOLICIT, TO OBTAIN ADVANCES UNDER THE LINE OF CREDIT;

(4) ANY FEES THE LENDER CHARGES MAY BE CHARGED AND COLLECTED ONLY AT THE TIME THE LINE OF CREDIT IS ESTABLISHED AND THE LENDER MAY NOT CHARGE A FEE IN CONNECTION WITH ANY ADVANCE;

(5) THE MAXIMUM PRINCIPAL AMOUNT THAT MAY BE EXTENDED, WHEN ADDED TO ALL OTHER DEBTS SECURED BY YOUR HOME, MAY NOT EXCEED 80 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LINE OF CREDIT IS ESTABLISHED;

(6) IF THE PRINCIPAL BALANCE UNDER THE LINE OF CREDIT AT ANY TIME EXCEEDS 50 PERCENT OF THE FAIR MARKET VALUE OF YOUR HOME, AS DETERMINED ON THE DATE THE LINE OF CREDIT IS ESTABLISHED, YOU MAY NOT CONTINUE TO REQUEST ADVANCES UNDER THE LINE OF CREDIT UNTIL THE BALANCE IS LESS THAN 50 PERCENT OF THE FAIR MARKET VALUE; AND

(7) THE LENDER MAY NOT UNILATERALLY AMEND THE TERMS OF THE LINE OF CREDIT.

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS UNDER THE TEXAS CONSTITUTION. YOUR RIGHTS ARE GOVERNED BY SECTION 50, ARTICLE XVI, OF THE TEXAS CONSTITUTION, AND NOT BY THIS NOTICE

---

Borrower (Date) Borrower (Date)

---

Borrower (Date) Borrower (Date)